



MEMORANDUM

DATE: November 28, 2007
For December 13, 2007 Hearing

TO: Peter M. Gavin
Zoning Examiner

FROM: *Albert Elias*
Albert Elias, AICP
Urban Planning & Design
Director

SUBJECT: REZONING – URBAN PLANNING AND DESIGN REPORT
C9-07-28 Rincon Plaza – Houghton Road, I-2 to C-2 (Ward 4)

Issue – This is a request by Engineering and Environmental Consultants, Inc., on behalf of the property owners, Barry Kitay and Lynn Taylor, to rezone the Lot 2 of the existing Houghton Road Commercial Center, from I-2 to C-2 to allow personal services and civic uses such as, recreational/fitness and educational facilities. The Houghton Road Commercial Center development plan (D04-0019) was approved on April 20, 2005 and construction was completed in June 2007. The rezoning site, now marketed as Rincon Plaza, is located at the southeast corner of Meadow Willow Trail and South Houghton Road (see Case Location Map). The applicant proposes recreational/fitness and educational facilities on Lot 2, which is comprised of approximately 100,060 square feet.

Department of Urban Planning and Design Recommendation – The Department of Urban Planning and Design recommends approval of C-2 zoning, subject to the attached preliminary conditions.

Background Information

Existing Land Use: Existing commercial center.

Surrounding Zones and Land Uses:

North: Zoned I-2; Undeveloped State Trust Land
South: Zoned I-2; Undeveloped State Trust Land
East: Zoned I-2; Undeveloped and the Desert Willow Estates Subdivision (residences).
West: Zoned RX-1 Undeveloped State Land;

Previous Cases on the Property: None.

Related Cases:

C9-00-27 Houghton Holding Partnership – Houghton Road Rezoning, I-2 to C-2. This was a rezoning request for to rezone approximately 10.0 acres from I-2 to C-2 zoning on the southeast corner of Houghton Road and Valencia Road to allow the development of a shopping center with

an anchor grocery store comprised of 83,698 square feet. On August 6, 2001, the Mayor and Council authorized the requested rezoning. Authorization expired on August 6, 2006 and the case was closed on December 11, 2006.

C9-00-23 Rita 244 LLC – Rita Road Rezoning, RX-1, I-1, I-2 to C-2, I-1 and I-2. This was a rezoning request for 219 acres from I-1, I-2, and RX-1 to C-2, I-1, and I-2 zoning, located on the east side of Rita Road between the Union Pacific Railroad and Interstate 10, to allow a food and beverage plant, approximately 550,000 square-foot on 85 acres. Subsequent phases included 795,000 square feet of industrial uses within a 99-acre employment campus, and 270,000 square feet of commercial uses on approximately 37 acres. The commercial uses include 19 acres of retail/office, 7 acres of lodging and retail, and 11 acres of highway commercial. On October 23, 2000, Mayor and Council authorized the rezoning. On November 5, 2001, the Mayor and Council adopted Ordinance No. 9626 for a change of condition/change in the development plan. On February 28, 2006, the Mayor and Council granted a time extension for the C-2 zoning on approximately 37 acres of the property. On June 19, 2007, the Mayor and Council adopted Ordinance No.10420 for the I-1 zoning only, to allow a one story distribution center, 1,179,250 square feet in size, in-lieu of the previously authorized employment campus located on 99 acres located on the southeast portion of the property.

Applicant's Request – The applicant requests C-2 zoning for Lot 2 of the existing commercial development, Rincon Plaza, to allow personal services and civic uses such as, recreational/fitness and educational facilities.

Planning Considerations

Land use policy direction for this area is provided by the *Houghton Area Master Plan (HAMP)* and the *General Plan*. These *Plans* promote a land use pattern that includes mixed-use centers to provide goods and services in proximity to residential areas. *The General Plan's* Desert Village concept recommends a broad range of goods and services, which may include private and public uses, entertainment, recreation, retail, restaurants, child-care, and other appropriate services. Each center in the Desert Village is to provide a comfortable, illuminated, and attractive pedestrian and bicycle environment that is integrated with surrounding residential areas.

The *HAMP* identifies this area on its concept land use map for commercial development. The mixing of uses is a consistent theme throughout the *HAMP*, and will occur at different scales and intensities. The *HAMP* promotes these mixed-use developments to anticipate the eventual needs of residents and reserving consolidated areas for commercial and non-residential uses to help ensure that residents will have direct and convenient access to goods and services. The *HAMP* recommends specific urban design strategies such as, sites and buildings that are designed in context with both natural and built environments; connectivity that is designed to provide physical and visual connections between individual sites and surrounding areas; and, pedestrian amenities that safely and conveniently accommodate pedestrians.

The *HAMP* and the *General Plan* policies encourage and support developments that respond to physical characteristics of the site; adjacent land use patterns; enhance the visual appeal of the streetscape, harmonize with adjacent development; and incorporate neighborhood recommendations onto site planning and design.

The property is surrounded by Arizona State Trust lands on the north, south and west and the Desert Willow Estates Subdivision to the east. Vehicular access to the rezoning site is from Houghton Road on the west side of the property, and Meadow Willow Trail to the north. Houghton Road, is identified as an arterial roadway with a future right-of-way of 200 feet on the *Major Streets and Routes Plan* map. Houghton Road is also identified as a scenic route between Irvington and Andrada roads.

The Pima Association of Governments - Transportation Planning Division (PAG-TPD) estimates that the proposed development will generate 3,475 vehicle trips per day. Field inspection by staff indicates there are currently no billboards on the rezoning site.

Design Considerations

Land Use Compatibility – Rincon Plaza is an existing commercial development completed in June 2007. The development plan (D04-0019) was approved on April 20, 2005. The current I-2 zoning limits the types of land uses/services that can be provided. The requested C-2 zoning will limit the industrial uses allowed under the current zoning and increase the types of uses allowed to include a wider variety of commercial services, retail trade, civic and recreational uses. The comments from the neighborhood meeting held on September 12, 2007 indicated a desire for personal services. The proposed rezoning from I-2 to C-2 will allow for personal services and civic uses, such as recreational/fitness and educational facilities that are not allowed in I-2 Zones.

No changes to the existing development site and/or structures is being proposed in this rezoning. Houghton Road is designated as a Greenway by the Eastern Pima County Trails Master Plan. As such, a dedicated trail has been constructed to Greenway standards along the western edge of the project site, which includes trees, shrubs and vegetative screening from Houghton Road, and a pedestrian linkage to the site. If C-2 zoning is granted, a greater ratio of trees per parking spaces within the parking lot will be required. The site was developed under I-2 zoning. With C-2 zoning the uses will be more neighborhood or services oriented. The placement of trees is important to provide a separation between parking and pedestrians, increase the aesthetic appeal of the development and reduce the ‘heat island’ effect. The parking area should address this issue with strategically placed trees at a ratio of one tree per four parking spaces.

Off-street parking: shopping center calculations at 1:200 are provided for the current development, with a total of 205 parking spaces listed as provided on the site. Depending on the mix of uses proposed, the parking calculation requirements could change. More parking may be required if the total gross floor area of the retail uses decreases to less than fifty percent.

Drainage/Grading/Vegetation – No new grading, drainage and/or vegetation is proposed as part of the rezoning request.

Road Improvements/Vehicular Access/Circulation – No new road improvements, access and/or circulation facilities are planned as part of the rezoning request. However, because the site was developed under hard zoning, no conditions were applied. With the requested rezoning, the owner/developer will be required to financially participate in roadway improvements (See conditions 9-12).

Conclusion – The proposed rezoning is consistent with, and supported by, the policy direction provided in the *Houghton Area Master Plan* and the *General Plan*. Subject to compliance with the attached preliminary conditions, approval of the requested C-2 zoning is appropriate.

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Preliminary Conditions

1. The development plan in D04-0019, and the landscape plan required in Condition 3 below, shall serve as the baseline for future projects on this site.
2. The property owner shall execute a waiver of potential claims under A.R.S. Sec. 12-1134 for this zoning amendment as permitted by A.R.S. Sec. 12-1134 (I) in the form approved by the City Attorney and titled “Agreement to Waive Any Claims Against the City for Zoning Amendment”.
3. The owner/developer shall meet all parking, loading and vehicle maneuvering onsite. The owner/developer shall submit a new landscape plan, which provides one (1) tree for every four (4) parking spaces. The additional trees must be installed within two years of the date of the original Mayor and Council authorization for C-2 zoning.
4. All walls visible from a public right-of-way and/or adjacent to existing residential development, are to be graffiti-resistant and incorporate one (1) or more visually appealing design treatments, such as the use of two (2) or more decorative materials like stucco, tile, stone, or brick; a visually interesting design on the wall surface; varied wall alignments, (jog, curve, notch, setback, etc.); and/or trees and shrubs in voids created by the wall variations.
5. Six (6) inch wide fence block or greater shall be used for perimeter walls.
6. Historic or prehistoric features or artifacts discovered during future ground disturbing activities should be reported to the City of Tucson Archaeologist. Pursuant to A.R.S. 41-865 the discovery of human remains and associated objects found on private lands in Arizona must be reported to the Director of Arizona State Museum.
7. “Safe by Design” concepts shall be incorporated in the subdivision plat for review by the Tucson Police Department.
8. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
9. Dedication, or verification of existence, of right-of-way, per the *Majot Streets and Routes Plan*, including applicable intersection widening, along Houghton Road site frontage; including a 30 foot radius spandrel at the northwest corner of the site.
10. The owner/ developer shall design and construct the south half (remainder) of E. Meadow Willow Trail along the site frontage.
11. As Houghton Road is a future Regional Transportation Authority project that is currently in the early stages of design, in-lieu of the owner/developer attempting to design and construct the ultimate, site specific paving, curbs and sidewalks along Houghton Road frontage of the site, the owner/developer shall:

Preliminary Conditions

- a) Make an equivalent financial contribution (for a portion of the fronting Houghton Road pavement and the full amount of the front Houghton Road curbs and sidewalks), to the Tucson Department of Transportation (TDOT)
 - b) Design and construct appropriate interim paving improvements/turn lanes and associated pavement transitions, on Houghton Road, as required by TDOT Traffic Engineering. Should Houghton Road Greenway, on the east side of Houghton Road, include an ADA accessible pedestrian element, sidewalks (or equivalent contribution for the same) would not be required on the east side of Houghton Road.
12. Should construction of the portion of the Houghton Road Greenway fronting the rezoning site, be required of the owner/developer, said Greenway shall be situated at an elevation to be determined by the City Engineer (to ensure that the Greenway will match the ultimate profile of the future RTA improvements to Houghton Road).
 13. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of rezoning, except for Condition 3, which must be completed within two (2) years of the date of Mayor and Council initial authorization of C-2 zoning.

Preliminary Conditions

AGREEMENT TO WAIVE ANY CLAIMS
AGAINST THE CITY FOR ZONING AMENDMENT

This agreement ("**Agreement**") is entered into between _____, as the owner of the property described herein ("**Owner**") and the City of Tucson ("**City**") to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is the holder of fee title to the property located at _____, Tucson, Arizona, (the "Property") which is more fully described in the Owner's application to the City in Case ***** and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting that the City rezone the Property. The Owner has requested this action because the Owner has plans for the development of the Property that require the rezoning. The Owner believes that the rezoning of the Property will increase the value and development potential of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of the enactment of the zoning amendment in Case *****.

The Owner understands that City staff may propose, the Zoning Examiner may recommend and the Mayor and Council may adopt conditions to the requested zoning that limit the potential development of the Property. The Owner acknowledges that the rezoning and conditions are a single, integrated legislative approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the rezoning application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the zoning if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions to the requested zoning. If the Owner withdraws the application or does not effectuate the new zoning, this Agreement is null and void.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

Upon execution, this Agreement shall be recorded in the Office of the Pima County Recorder.

Preliminary Conditions

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City's action in Case *****.

Dated this _____ day of _____, 20__.

OWNER

By: _____

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public

My Commission expires:

City of Tucson, an Arizona municipal
Corporation

By: _____
Department of Urban Planning and Design

This form has been approved by the City Attorney.